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**EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JONATHAN JACKSON

Plaintiff *Jonathan Jackson*

Case:2:17-cv-13230

Judge: Goldsmith, Mark A.

MJ: Whalen, R. Steven

Filed: 10-02-2017 At 10:42 AM

CMP JACKSON v CREDIT ACCEPTANCE COR
PORATION (dat)

V.

CREDIT ACCEPTANCE CORPORATION
ETAL

Defendant

Credit Acceptance Corporation ETAL

**EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JONATHAN JACKSON
Plaintiff

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COMPLAINT

TO THE HONORABLE DISTRICT COURT MAGISTRATE, STEPHANIE DAWKINS DAVIS, COMES NOW Plaintiff, Jonathan Jackson do hereby petition the court for file this complaint against Defendants, Credit Acceptance Corporation.

Plaintiff, Jonathan Jackson submit this complaint after filing in good faith a letter of arbitration as stated in the agreement pertaining in the Arbitration Clause stated in the AGREEMENT CONTRACT of Credit Acceptance Corporation between the buyer and Credit Acceptance Corporation. Credit Acceptance Corporation has refused to comply in the agreement

Plaintiff states, just like Plaintiff, Samantha Rajapakse, who also has a case against Credit Acceptance Corporation, (*Docket: 16-13144*) which is before the district Court. Credit Acceptance has no intention on arbitrating this with Plaintiff or any other buyers who addresses concerns or dispute such matter nor attempting to resolve the issues that were address in the complaint or letter of arbitration. **THEREFORE,** Plaintiff ask this case conjoined with Plaintiff Rajapakse against Credit Acceptance Corporation. Credit Acceptance Corporation continues to breach their own Arbitration Clause by refusing to acknowledge their clause in allowing buyers who financed their vehicles through this financial institution to have a fair and unbiased hearing.

JURISDICTION

Plaintiff Jackson filed this complaint seeking Subject matter. Plaintiff Jackson is a resident of Michigan and resides 25118 Daring in Troy, Michigan in Oakland County. Defendant, Credit Acceptance Corporation does business at 25505 W. Twelve Miles Road, Southfield, Michigan in Oakland County.

Plaintiff filed a letter demanding arbitration as stated in the Arbitration Clause on the contract between him and Credit Acceptance Corporation. Credit Acceptance Corporation mailing address is P.O. box 5070, Southfield, MI 4806 in Oakland County.

PLAINTIFF ATTEMPTED TO ARBITRATION IN GOOD FAITH

Plaintiff has attempted to arbitrate his dispute with Credit Acceptance Corporation regarding billing under the Fair Debt Collections Practices Act. Credit Acceptance Corporation has willingly refused to reply on the arbitration matter causing Plaintiff no other action but to file before this court. Plaintiff issues which includes Fraudulent warranty being was sold to him attached to the note of the financing agreement resulting in harassing phone calls resulting in possible collecting on the vehicle.

COMPLAINT INVOLVES THE RICO ACT AGAINST CREDIT ACCEPTANCE CORPORATION

Plaintiff is stating in his complaint Credit Acceptance Corporation has defraud its buyers into purchasing a warranty to protect the vehicle for assurance in which no one will honor it. Under the guild lines of the RICO Act, this is an act of **THEFT/LARNCENY** in which includes additional parties from all over Michigan and outside of Michigan has been affect by this purchase.

The **RICO ACT** (Racketeer Influence and Corruption Act) *18 USC §1961-§1968* against Credit Acceptance, its CEO, employees, Board of Directors, of financial theft, as defined by the federal definition (larceny) by using the warranty of services or good in obtain money under false pretense. The warranty or extended warranty as stated on Credit Acceptance

contracts are not honored and money obtained by the buyer, Credit Acceptance will not refund or adjust the buyer account. Plaintiff amend complaint to include RICO Act due to Credit Acceptance violation of a federal law and the Michigan Consumer Protection Act which defines any business that sells, promotes, or market any product, services, or goods either directly or indirectly.

Credit Acceptance has full knowledge this is not a warranty but continue to market this service or good through its authorize dealers, representatives, or agents in an attempt to default its buyers to think they have assurance in case the vehicle which is financed is covered for mechanical defects or troubles. Plaintiff states he was told by Credit Acceptance who would accept the warranty only to find out the information was false.

Credit Acceptance **continues to** promoting, marketing, and selling fraud warranties that not only promotes a profits, enhance its stocks before Wall Street that is created by manipulating its financial records provided including to the Internal Revenue Service (IRS) is a criminal act.

Credit Acceptance is a financial institution that loans finance vehicles for those whose credit is less than perfect. Because this is a lending institution it falls under the FDIC regulation and the SEC.

Plaintiff has sent via email to Credit Acceptance Corporation by its website email directly to the Board of Directors and through a third party company called Lighthouse Service in seeking an arbitration. The Board of Directors has refused to comply or respond. Credit Acceptance Corporation continues to seek payments on a fraudulent warranty by letters and phone calls which is a violation of the United States Postal Service.

§ 1341. Frauds and swindles.

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any

such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both.

MANIPULATION OF TAX RELATED INCOME

Since the buyers being financed through Credit Acceptance Corporation is an asset to the company, Credit Acceptance has continue to report its earnings to the Internal Revenue Services (IRS) as well as to the Security Exchange Commission (SEC) in reports. The reports submitted to these agencies include the loans obtained with the attached warranty. Since the warranty are fraudulent and Credit Acceptance has not provided to Plaintiff or any other customer the official terms and conditions of the warranty, the warranty never existed and Credit Acceptance Corporation has used these earnings in boosting and reporting is earnings growth on Wall Street and potential investors. Under *Section 17* of the Securities Act and *Section 10 (b) Rule 10 b* it is prohibit under (a) employ devices, schemes, and artifices to defraud, making untrue statements of material facts or omitting to the state material facts necessary to make the statement of material fact to be misleading. (c) Engage in acts, practices, and a course of business which operates or would operate as a fraud or deceit upon any person in connection with the sale of security. Since Credit Acceptance stock are reported on Wall Street of their loan assets, then they are misleading investors of the company to believe their earnings are ethical. Their investors are lead to believe Credit Acceptance is upholding the law and their accounts are sound under the Truth in Lending Act.

CREDIT ACCEPTANCE VIOLATION OF THE TRUTH IN LENDING ACT.

The contract between Plaintiff and Credit Acceptance Corporation defines Credit Acceptance Corporation are to disclose any terms and agreement pertaining to the loan included warranties attached to the note of the vehicle. Since Credit Acceptance Corporation do not allow

its customer to cancelled in a timely manner and adjust the account minus the warranty, Plaintiff and other customers are force to pay the entire loan in full in order to have paid on their account.

The Truth in Lending Act was designed to disclose the full term and condition of an agreement. Because Credit Acceptance Corporation never provided any additional terms and condition for the warranty other than word of mouth, there is no proof a warranty ever existed.

**BRIEF SUMMARY OF ADDITIONAL EVIDENCE TO BE SUBMITTED WITH
MOTION**

Existing and new customers have also come out via social media stating the same or similar claims against Credit Acceptance Corporation in the warranty fraud, violation of the Fair Debt Collection Practice Act, Fair Credit Reporting Act, and Telephone Consumer Protection Act. Plaintiff and customers have experience financial hardship in attempting to have the warranty purchased honored. Under Michigan Consumer Protection Act which clearly states anyone that sell or market any goods, services, or products are liable under this act. Credit Acceptance Corporation selling, promoting this services which is not honored is a violation of all such acts including Michigan Consumer Protection Act.

**OTHER CREDIT ACCEPTANCE BUYERS BE ALLOWED TO SUBMIT THEIR
COMPLAINT AGAINST CREDIT ACCEPTANCE IN SUPPORT THE RICO ACT**

Plaintiff has contacted other buyers through social media in obtaining other information relevant against Credit Acceptance Corporation regarding the allegations before this court. Although Plaintiff is Pro se, and cannot represent each buyer, the court should allow buyers who can show Credit Acceptance Corporation violations in the form of pattern of practice behavior as evidence in the RICO Act... The court should also take into consider there are thousands of buyers who has accounts with Credit Acceptance Corporation all over the United States in which they show a danger to the community like Wells, Fargo and other financial institution who uses deceptive acts against consumers and should have a right to show this cause for the court to consider criminal action against Credit Acceptance or forward to a government agency for further investigation. The promotion and sale of fraudulent warranties has resulted in Credit

Acceptance, its CEO, Board of Directors, staff, agents, and affiliates to receive profits that would not arrived it they were not attaching such goods and services to its buyers.

**MONETARY AMOUNT AGAINST CREDIT ACCEPTANCE CORPORATION FOR
DEFRAUDING ITS CUSTOMERS**

Plaintiff petitions the court to assign a trustee for those who seek monetary amount against Credit Acceptance for fraud warranty and any damages that occurred with attempting to use the service provided by Credit Acceptance not exceeding six thousand dollars (6,000.00). Those who seek damages against Credit Acceptance who which to have the services removed from the account shall do so and the amount shall be adjusted to their account. If the warranty has affected their credit and upon credit acceptance stating it will take months, the amount shall be removed and credit acceptance shall provide them with the amount stated and shall provide credit monitoring service to make sure the error is corrected. Each person providing proof of the claim shall provide their contract and their credit reporting agency. This amount is calculated based on the amount of the warranty, plus the interest rate of 24.99 % over the two years of the warranty.

NOTICE OF PUBLICATION IN SUPPORT OF RICO ACT

Plaintiff has obtain some of Credit Acceptance Corporation's buyers who has the same complaints as her. The base of those are in Michigan. Ms. Rajapakse would like to publish a notice in seeking claimants who have the same problem which has included social media. This publication will support thousands who have obtain this fraudulent warranty and as a result have had to endure financial hardship and additional damage to their credit score and rating due to late fees and repossession. This will also support Credit Acceptance pattern and behavior in supporting this criminal act against consumers.

BRIEF SUMMARY IN SUPPORT

Credit Acceptance Corporation is a predator lending violation federal and state laws in obtaining loans for those who has less than perfect credit seeking a second chance. Credit Acceptance

Corporation arbitration clause is just like their warranty a smoke and mirror to continue their violations and criminal acts against consumers with no intentions of honoring their part of the contract. For their attorneys to offer criminal questions regarding removing or making an account disappear shows the CEO and Board of Directors and all persons who has obtained this counsel have knowledge and assist in this criminal act. A person who has less than perfect credit should not be subject to MIFA type terms and conditions when they are seeking a second chance of rebuilding their credit.

The RICO Act was created for Organized Crime that was using a business to shadow illegal means in obtaining money.

IT IS THEREFORE, PLAINTIFF PRAYS:

1. The court opens this complaint for further litigation.
2. The Order GRANT injunctive relief to Plaintiff and all those who files a claim seeking relief.
3. The court allows Plaintiff to submit to Credit Acceptance a Discovery
4. The court arbitrate this complaint in assurance of fairness of all parties.
5. Plaintiff be allowed to publish notification of this complaint in Michigan for any and all buyers who are currently or previously financed through Credit Acceptance Corporation during the three (3) years.
6. Additional relief the court may asset to resolve this matter.
7. Plaintiff may resubmit her evidence with the court within 10 days of filing this motion.
8. Upon the court finding to support the allegations, notification to government agencies be allowed to investigate the for criminal intentions

Respectfully Submitted,

Jonathan Jackson
Plaintiff/ Pro se
25118 Daring
Troy, MI 48180

CIVIL COVER SHEET

County in which action arose: _____

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JONATHAN JACKSON

(b) County of Residence of First Listed Plaintiff OAKLAND
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

25118 DARING
TROY, MI 48180

DEFENDANTS

CREDIT ACCEPTANCE CORPORATION
25505 W TWELVE MILE ROAD
SOUTHFIELD, MI 48034

County of Residence of First Listed Defendant _____

NOT

Attc

Case: 2:17-cv-13230

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Filed: 10-02-2017 At 10:42 AM

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II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify) _____
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

Brief description of cause: _____

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

October 3, 2017

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes

☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes

☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :

Kimberly Crawford
12952 Visger St.
Detroit, MI 48217

U.S. MARSHAL

RECEIVED
OCT - 2 2017

CLERK'S OFFICE
DETROIT

231 W Lafayette
Detroit, MI 48226



9/30/17

New Case

New Lawsuit Check List

Instructions: Put a check mark in the box next to each appropriate entry to be sure you have all the required documents.

☐

Two (2) completed Civil Cover Sheets. **NO OVERSHEETS**

☒

Enter the number of defendants named in your lawsuit in the blank below, add 2 and then enter the total in the blank.

1 + 2 = 3 **Complaints.**
of Defendants Total

Received by Clerk: Addresses are complete:

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☐

If any of your defendants are **government agencies**:

Provide two (2) extra copies of the **complaint** for the U.S. Attorney and the Attorney General.

If Paying The Filing Fee:

☐

Current new civil action filing fee is attached.

Fees may be paid by check or money order made out to:

Clerk, U.S. District Court

Received by Clerk: Receipt #:

If Asking That The Filing Fee Be Waived:

☒

Two (2) completed **Application to Proceed in District Court without Prepaying Fees or Costs** forms.

Received by Clerk:

Select the Method of Service you will employ to notify your defendants:

Service via Summons by Self

☐

Two (2) completed **summons** for each defendant including each defendant's name and address.

Received by Clerk:

Service by U.S. Marshal (Only available if fee is waived)

☐

Two (2) completed **USM - 285 Forms** per defendant, if you are requesting the U.S. Marshal conduct service of your complaint.

☐

Two (2) completed **Request for Service by U.S. Marshal** form.

Received by Clerk:

Service via Waiver of Summons (U.S. Government cannot be a defendant)

☐

You need not submit any forms regarding the Waiver of Summons to the Clerk.

Once your case has been filed, or the Application to Proceed without Prepaying Fees and Costs has been granted, you will need:

- One (1) **Notice of a Lawsuit and Request to Waive Service of a Summons** form per defendant.
- Two (2) **Waiver of the Service of Summons** forms per defendant.

Send these forms along with your filed complaint and a self-addressed stamped envelope to each of your defendants.

Clerk's Office Use Only

Note any deficiencies here:

NO OVERSHEETS; NO SERVICE DOCUMENTS - NO SUMMONS

**NO 285 FORMS
NO REQ FOR USMS
SERVICE**